



FACILITIES & SERVICES CONTRACT

The University of Montana Western, hereinafter referred to as UMW agrees to make available the Birch Creek Center facilities, services, and equipment as specified on the Reservation Agreement to _____ hereinafter referred to as "Group."

The Group and UMW agree to the following terms and conditions:

The Group's program/event will be held at the Birch Creek Center beginning at _____

On _____, through _____, on _____
 Date time date

1. **Hold Harmless Clause:** The Group agrees to indemnify and hold harmless UMW and its officers and agents, employees and students from any and all liability including claims, demands, losses, costs, damages, and expenses of every kind and description (including death) or damage to person or property arising out of its use of UMW facilities but only in proportion to and to the extent of The Group's liability.
2. **Deposit Policy:** a reservation/damage deposit of **\$150** is required 30 days prior to the arrival of the Group at the Center. The reservation/damage deposit is non-refundable if the Group's reservation is cancelled less than 30 days in advance of their arrival date. The deposit will be applied to the final billing.
3. **Cancellation Policy:** If the Group's program is cancelled within 14 days of their arrival date, 100% of the original estimated cost will be due and payable to UMW.
4. **Guaranteed Number for Food Service:** Final guaranteed participant number must be received 14 days prior to the arrival of the Group's event. Group agrees to pay for meal and lodging expenses at 90% of the guaranteed number of participants, or the actual attendance, whichever is greater. UMW does not guarantee availability of facilities, food or lodging in excess of that required for 110% of said guaranteed number.
5. **Birch Creek Center Rules:** Groups agree to abide by the rules for the Birch Creek Center as outlined in the information packet.
6. **Final Payment:** Payment in full is due 30 days after the completion of the program/event date, and must be paid with cash, check, electronic transfer, or Visa/MasterCard. It is agreed that a service charge of 1 1/2 % per month will be charged on all delinquencies. In the event your account requires legal action or the service of a collection agency you are responsible for all fees that accrue from such action. If your check is returned by the bank as uncollectible, a \$30.00 service charge will be added to your account.
7. **Theft & Loss:** UMW assumes no liability for the loss or theft of personal belongings left in our facility while attending the Birch Creek Center.
8. **Financial Responsibility:** The Group shall be held financially responsible for damages to UMW facilities and equipment caused by its members during their attendance at the Birch Creek Center.
9. **Contractual Alterations:** It is mutually understood and agreed that no alterations or variations of the terms of this contract shall be valid unless made in writing and signed by the parties and that no verbal understanding or agreements not incorporated herein, unless made in writing between parties hereto, shall be binding on any of the parties.
10. **Contract Requirement:** This contract must be received by UMW 30 days prior to the Group's arrival.
11. **Non-Discrimination:** The parties agree to comply with all federal and state anti-discrimination laws.

 Birch Creek Center

 Group Authorized Representative

 Date

 Date